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Board Office

1985 - 86

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Easthampton Township Board of Education
and

Easthampton Township Education Association

P R E A M B L E

This AGREEMENT entered into this 15th day of April 1985 , by and between the Board of Education of Eastampton, Eastampton Township, New Jersey, hereinafter called the " Board ", and Eastampton Township Education Association, hereinafter called the " Association ".

x September 1, 1985 - June 30, 1987

Article 1.

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel whether under contract, on leave, employed or to be employed by the Board, including:

Classroom Teachers
Nurses
Librarians
Library Clerk
Custodians

But excluding:

Superintendents
Principals
Other Supervisory Positions
Administrative Personnel
Cafeteria Employees
Bus Drivers

- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all certificated and non-certificated employees represented by the Association in the negotiating unit as above defined.

Article 11.

NEGOTIATION PROCEDURE

- A. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.
- B. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

In the event a grievance shall not have been settled under the procedure above, and only if such grievance involves a claim or infringement upon the provision of this Agreement, the aggrieved may proceed directly to arbitration, which shall be advisory subject to the limitation of statute. However, no matter shall be considered a grievance subject to arbitration if it pertains to:

- a. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone.
- b. A Complaint of a non-tenure teacher which arises by reason of his/her not being re-employed.
- c. A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

Arbitration shall be initiated by certified letter from the grievant bearing the written approval to proceed, of the President of the Association, addressed to the Superintendent of Schools. Such letter shall be mailed within 20 school days of receipt of the written decision of the Board.

The grievant, or the person designated by the grievant to represent him/her in the grievance and the Superintendent, or the person designated by the Board to represent it in the grievance shall promptly attempt to agree upon and engage an arbitrator, but if either party determines that no purpose will be served by the attempting or continuing to attempt to so agree, either may submit the choice of arbitrator to the American Arbitration Association.

The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all the terms of this Agreement. He/she shall have no power to add to, delete from or modify in any way any of the provisions of this Agreement. The recommendation of the arbitrator shall be advisory. Fees and expenses of the arbitration shall be borne equally by both parties.

General Provisions - Any grievance not processed in accordance with the time limits specified herein shall be deemed relinquished by the grievant.

Administration failure at any step of this procedure to communicate a decision within the specified time limits shall permit the grievant to proceed promptly to the next step. The time limits specified at any step may be extended in any particular instance by agreement between the Superintendent or his/her designee and the grievant.

Copies of all written grievances, responses and notices shall be mailed to the Association. Meetings held under this procedure shall be conducted at a place which will afford a fair and reasonable opportunity for all proper persons to be present. Such persons are defined as the aggrieved, the appropriate Association and Board representatives and witnesses.

Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration.

Article V.

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information which is in the public Domain.
- B. Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conferences or meetings, called at the Board request, he/she shall suffer no loss in pay.
- C. The Association shall have the privilege to use the following school owned equipment: typewriters, mimeographing machines, calculating machines and other types of equipment at the discretion of the Administrator. The Association shall pay for the reasonable cost of all materials used.
- D. The Association shall have the privilege to purchase expendable office supplies and other materials from the Board at the price paid by the Board.
- E. The Association shall have, in each building, the exclusive use of a bulletin board in each faculty lounge. Copies of all materials to be posted on bulletin boards shall be given to the Administrator but no approval shall be required.
- F. The Association shall have the privilege to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of the building Principal or other members of the Association.
- G. The monthly charge for the private phone installed for the use of the employees in the teacher's lounge in the Elementary School will be paid by the Board. All other charges will be paid by the Association.
- H. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other teacher organizations.

Article VI.

CALENDAR

- A. The establishing of a school calendar shall be at the discretion of the Board and will be subject to such changes as may be necessitated by emergencies.
- B. Proposals, by January 1 of the school year, for consideration of changes in the school calendar will be received from the Association by the Board through the Administrator.

Article VIII.

CLASS SIZE

The Board and the Administration are aware of the problems that arise with over crowding. Every effort has and will be made to eliminate such situations.

Article IX.

NON-TEACHING DUTIES

- A. Lunch duty and playground duty shall be considered part of the normal workload of teachers. All professional employees in the bargaining unit shall perform these duties without additional compensation. The Administration shall maintain a duty roster and make assignments of teachers as equitable as possible.
- B. The Board will hire four Teacher Aides to provide supportive assistance to the professional staff at the Elementary and Middle Schools in the cafeteria and on the playgrounds, subject to the following condition: The Board of Education's ability to hire aids for this short period of time.
- C. The Board shall compensate three teachers for three dances, to be held during the school year, at the rate of \$15.00 per chaperone. The selection of the teachers to be compensated and the responsibility for which they will be held accountable shall be made by the Administrator.
- D. Teachers shall not be required to transport students.

Article X.

TEACHER EMPLOYMENT

- A. By April 1st, all teachers shall sign and file with the Administrator a written letter of intent of employment for the succeeding school year. The Board will consider the failure to file a letter of intent as constituting the teacher's resignation.
- B. On or before April 30th of each year, teachers shall be notified of their contract and salary status for the ensuing year.

Article XI.

SALARIES

- A. The salaries of all teachers covered by this Agreement will be set forth in a Salary Schedule and be attached.
- B.
 - 1. Teachers may elect to have ten percent of their monthly salary deducted from their pay. These funds shall be paid to the teachers on the final day of June.
 - 2. Salary payments to teachers will be made on the 15th and 30th of each month, where possible.
 - 3. When a pay period ends on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
 - 4. Teachers shall receive their final checks at the close of the last working day in June.

Article XVI

TEACHER EVALUATION

Evaluation procedure shall be implemented in accordance with Board Policy established in consultation with tenured teaching staff members and shall be subject to annual review by a subcommittee composed of Administrative and Faculty representatives. The purpose of the review is to consider and recommend any changes deemed necessary.

Article XVII

SICK LEAVE

- A. As of September 1, 1975, all teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Repetitive absence can result in a request for a physician's confirmation of illness. The Administration may request a written excuse on a day preceding or following a school holiday.
- B. An employee who terminates or retire, and is vested with 15 years in the pension plan, and has 10 years of service in the Eastampton School District will receive at that time \$10.00 for each unused sick day up to a maximum of 200 days.

Article XVIII

TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the 1975-76 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
 1. Three days leave of absence for personal business, which requires absence during school hours. A request for a personal day shall be made only when the nature of the business is such that it can not possibly be taken care of during other than school hours. Application to the Administrator for personal leave shall be made at least two days before taking such leave (except in the case of emergencies). After May 15th, only one personal day per building per day will be permitted, except in case of emergency as determined by the Administration. Approval shall be granted on a first come basis.
 2. Two (2) unused personal days may be converted to one (1) sick day which may accumulate from year to year.
 3. Up to two (2) professional days with the Administrator's approval for the purpose of visiting other schools or attending meetings for conferences of an educational nature, not inclusive of NJEA Convention.
 4. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system if the teacher is required by law to attend. A teacher shall not be paid if legal proceedings are the results of illegal Association activities or if legal action connected with the teachers employment is upheld. Definition of teachers employment concerns only suspensions, dismissals or reduction in pay.

- B. A Formal Educational Curriculum Improvement Committee will be implemented. The Committee shall consist of the following:

Curriculum Coordinator selected by the Board of Education
One Rep. Grades K-2 selected by the Association.
One Rep. Grades 3-5 selected by the Association.
One Rep. Grades 6-8 selected by the Association.

The Committee shall meet once a month during the school year. The Committee shall make recommendations to the Administrator for revision of the curriculum. Final approval for revision rests with the Board of Education. The Board of Education shall make known to the Committee its reasons for rejection of any of the Committee recommendations.

- C. The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the Administration to take.

Article XXII

INSURANCE

- A. The Board of Education will provide the insurance benefits as listed in the State of New Jersey participating Employer certificate and rider to certificate. The Board will pay 100% of the employee's share and 100% of the family share for the 1985-86 and 1986-87 school years for above coverage. The Board will supply a description of the conditions and limitations of the insurance coverage.
- B. The Board will provide the following amounts to implement a prescription plan:
- | | | |
|----|---------|------------|
| 1. | 1985-86 | \$6,012.00 |
| 2. | 1986-87 | \$7,200.00 |
- C. The Board will provide the following amounts to implement a dental plan:
- | | | |
|----|---------|------------|
| 1. | 1985-86 | \$2,520.00 |
| 2. | 1986-87 | \$5,040.00 |

The funds noted under B & C may be combined to enhance or initiate the coverage of either a prescription plan, a dental plan, or a disabilities plan as long as the total cost does not exceed the amount established for use in this area of fringe benefits.

- D. The Board agrees to a seventy-five percent (75%) payback of the cost of the premium for the health benefits plan to each member of the Association who elects not to participate in the program.
- E. The Board agrees to permit those covered by this agreement to belong to more than one Tax Sheltered Annuity Program.

SALARY

A guide with steps compacted in relation to the present one in force has been developed within the limits of an 8% increase (\$51,425.00) over the conglomerate of salaries (\$642,786.00).

Contingent upon legislation being passed requiring a minimum salary of \$18,500.00, this guide will be in force. If legislation is not passed by September 1, 1985, the steps 5 thru 7 of the same guide will be reduced by \$32.00 and steps 8 thru 12 will be reduced by \$70.00.

The guide for 1986-87 will be formalized when changes, if necessary, have been made on the 1985-86 version. An increase of 8% (\$55,537.00) has been set for the establishment of the 1986-87 guide.

The 1985-86 guide appears on page #14.

Salary guide for 1986-87 (when formalized)

SALARY SCHEDULECUSTODIAL

STEP	1985-86	1986-87
1.	11,805.	12,749.
2.	12,075.	13,041.
3.	12,367.	13,356.
4.	12,726.	13,744.
5.	13,083.	14,130.
6.	13,442.	14,517.
7.	13,799.	14,903.
8.	14,159.	15,292.
9.	14,517.	15,678.
10.	14,875.	16,065.
11.	15,233.	16,452.
12.	15,592.	16,839.
13.	15,951.	17,227.
14.	16,310.	17,615.
15.	16,670.	18,004.
16.	17,027.	18,389.
17.	17,385.	18,776.
18.	17,743.	19,162.
19.	18,104.	19,552.
20.	18,460.	19,937.

BLACK SEAL

The Board of Education will pay \$350.00 for the 1985-86 and 1986-87 school years for Black Seal, and the individual shall pay for his own license.

CUSTODIAL VACATIONS

1. Hired by April 1st, five working days vacation during summer school closing.
2. Second year through 4th year - ten working days.
3. Fifth year through tenth year - two extra days per year to a maximum of 15 days.
4. Vacations - 2nd thru 10th year to be agreed on and adjusted to work load and time element. Vacation request shall be made to the Administrator at least five working days prior to vacation dates.